

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

CONNECTICUT BANK OF )	
COMMERCE, )	
)	
Plaintiff )	
)	
v. )	Civil Action No. 05-726 SLR
)	
THE REPUBLIC OF CONGO )	
)	
Defendant )	
)	
CMS NOMEKO CONGO, INC., )	
)	
Garnishee )	

**PLAINTIFF'S DEPOSITION NOTICE OF GARNISHEE'S CORPORATE DESIGNEE**

TO:

M. Duncan Grant, Esquire  
James C. Carignan, Esquire  
Pepper Hamilton LLP  
Hercules Plaza, Suite 5100  
1313 N. Market Street  
Wilmington, DE 19801

Guy Lipe, Esquire  
Jason Powers, Esquire  
Vinson & Elkins LLP  
First City Tower  
1001 Fannin Street, Suite 2300  
Houston TX 77002

PLEASE TAKE NOTICE THAT pursuant to Rule 30(b)(6), Fed. R. Civ. P., on October 12, 2006, Plaintiff, Connecticut Bank of Commerce, predecessor in interest to Af-Cap, Inc. ("Af-Cap" or "Plaintiff") will take the deposition of a Corporate Designee or Designees of Garnishee CMS Nomeco Congo, Inc. (now known as CMS Nomeco Congo, LLC) ("CMS") before a person duly authorized to take oaths at Greenberg Traurig, LLP, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801. The deposition shall commence at **9:30 a.m. on November 28, 2006** and last seven hours unless extended by agreement of the parties or translation is needed.

The Corporate Designee or Designees so designated to testify shall be examined with relation to the following:

- a) Agreements or contracts and amendments thereto between CMS or any related entity and Plaintiff's judgment debtor, the Republic of Congo ("Congo"), including its agents and instrumentalities and alter-egos, concerning any payments by CMS, or any related CMS entities, to Congo.
- b) To the extent not included in item (a), all contracts, agreements, or conventions and amendments thereto between or among CMS or its related entities and Congo.
- c) All negotiations concerning items (a) and (b).
- d) The identity of all parties that participated in or a parties to contracts, agreements, conventions, or the negotiations thereof identified in items (a) and (b).
- e) All communications among CMS or its related entities and Congo, and any third party, relating to items (a) and (b).
- f) The payment, transfer, or other use of oil royalties to Congo by CMS or its related entities under an Oil Convention between Congo and CMS.
- g) CMS's payment of a portion of the oil royalties at issue in this case to another of Congo's judgment creditors, National Union Fire Insurance Company ("NUFI") between August 1991 and August 2002 under a Turnover Order issued by the United States District Court for the Northern District of Illinois or any other use of such royalties.
- h) CMS incorporation and current corporate form in the State of Delaware and compliance with reporting and filing obligations as a Delaware Corporation.

- i) CMS's decision to change its corporate form in the State of Delaware.
- j) CMS's activities in the United States.
- k) CMS's relationship with and sale to its ultimate parent Perenco S.A. or related subsidiaries.
- l) Payments made by CMS on behalf of Congo, or payments made to CMS by Congo, the source of which is the Oil Convention.
- m) Payments made by CMS on behalf of Congo, or payments made to CMS by Congo, related to matters arising under the Oil Convention.
- n) Communications between or among Congo, CMS, Perenco, or any third party, reflecting, referring or relating to costs incurred by CMS, including, but not limited to legal fees, in connection with defending this action or other actions by Congo's creditors or purported creditors.
- o) Any agreements or negotiations between or among Congo, CMS, Perenco, or any third party regarding reimbursement or other accommodation to CMS for fees incurred in connection with it defending garnishment actions or other such actions brought by Congo's creditors or purported creditors.
- p) Communications between or among Congo, CMS, Perenco, or any third party regarding the December 2004 Congo Orders and July 2005 Congo orders.
- q) Communications between or among Congo, CMS, Perenco, or any third party on how to respond to the proceedings that resulted in the December 2004 Congo Orders and July 2005 Congo orders both before and after the orders were issued.

The Corporate Designee or Designees designated to testify shall bring with them all documents within their possession custody and control concerning CMS's dealings

with Congo and the items (a-q) enumerated in this Notice so that such documents can be copied and so that such documents can be the subject of examination by Plaintiff's counsel. The Definitions set forth in Plaintiff's First Request for Production of Documents shall apply to the terms in items (a-q).

Dated this 13 day of October, 2006.

Respectfully submitted,  
GREENBERG TRAURIG, LLP

  
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1007 North Orange Street, Suite 1200  
Wilmington, DE 19801  
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and

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*Attorneys for Plaintiff*